



CITY CLERK DEPARTMENT

2004 JUN 17 AM 9 16

**CITY OF EL PASO, TEXAS  
BUILDING & PLANNING SERVICES**

**MEMORANDUM**

**TO:** The Honorable Mayor & City Council

**COPY TO:** Jim Martinez, Chief Administrative Officer  
Adrian Ocegueda, Executive Assistant to the Mayor  
Laura Uribarri, Executive Assistant to the Mayor  
Lisa A. Elizondo, City Attorney  
David Almonte, OMB Director  
✓ Richarda D. Momsen, Municipal Clerk

**FROM:** Patricia D. Adauto, Deputy CAO for Building & Planning Services

**SUBJECT:** City Council Agenda Item, June 22, 2004 *PAdauto*

**DATE:** June 17, 2004

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The following item has been scheduled for City Council action as noted above:

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN, ON BEHALF OF THE CITY OF EL PASO, A SECOND AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN THE INSTITUTE FOR POLICY AND ECONOMIC DEVELOPMENT, WHICH IS PART OF THE UNIVERSITY OF TEXAS AT EL PASO, AND THE CITY OF EL PASO TO EXTEND THE TERM OF THE AGREEMENT DATED APRIL 27, 2004 FROM JULY 1, 2004 TO AUGUST 1, 2004, AND TO REVISE THE SCOPE OF SERVICES AS DESCRIBED IN THE AMENDED AGREEMENT.**

Under direction of the Mayor's Office, a community assessment process is underway to develop a collective vision for the future of the City. This process will enable the City to more effectively plan and administer responsive initiatives to community concerns and needs. In December 2001, the City's first municipal strategic plan was approved by City Council. The plan contemplated an annual review, with the City examining the external environment through community surveys, interviews and forums. To assist the City in this endeavor, and to conduct an unbiased assessment, the City entered into an Interlocal Agreement with the University of Texas at El Paso (through its Institute for Policy & Economic Development) on February 17, 2004 to conduct these services at a cost not to exceed \$15,000 and within a three-month time period (expiring May 1, 2004). On April 14, 2004, a letter was received from the University of Texas at El Paso requesting a no-cost extension to July 1, 2004, which was approved by City Council on April 27, 2004 as a First Amendment to the Interlocal

Mayor & City Council  
June 16, 2004  
Page Two

Agreement. In order to conduct community forums on the findings of the random community surveys, a request for an additional one-month extension is necessary to allow these forums to be held in July. A final report will be due to the City by August 1st. To brief City Council on the work conducted to-date by UTEP, and the next steps of this project, a special City Council meeting has been called by Mayor Wardy for **Monday, June 28, 2004, at 10:00 am**. Formal notice of the agenda will be provided you by the Municipal Clerk's Office. Please mark your calendars to ensure your attendance at the meeting so that you may receive the information regarding this project, and also have an opportunity to ask questions.

Attached for your information is the documentation for the agenda item, including the original Agreement and Scope of Services and the First Amendment thereto. Should you have any questions, I may be contacted at 541-4853.

Distribution		
Mayor's Office (3 copies):	date: _____	time: _____ by: _____
Representative District 1:	date: _____	time: _____ by: _____
Representative District 2:	date: _____	time: _____ by: _____
Representative District 3:	date: _____	time: _____ by: _____
Representative District 4:	date: _____	time: _____ by: _____
Representative District 5:	date: _____	time: _____ by: _____
Representative District 6:	date: _____	time: _____ by: _____
Representative District 7:	date: _____	time: _____ by: _____
Representative District 8:	date: _____	time: _____ by: _____
City Attorney (2 copies):	date: _____	time: _____ by: _____
Engineering (2 copies):	date: _____	time: _____ by: _____
Municipal Services:	date: _____	time: _____ by: _____

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign, on behalf of the City of El Paso, a Second Amendment to an Interlocal Agreement between the INSTITUTE FOR POLICY AND ECONOMIC DEVELOPMENT (IPED), which is part of the University of Texas at El Paso, and the CITY OF EL PASO to extend the term of the First Amendment to Interlocal Agreement dated April 27, 2004 from July 1, 2004 to August 1, 2004, and to revise the Scope of Services as described in the amended Agreement.

**PASSED AND APPROVED this 22nd day of June, 2004.**

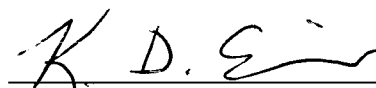
THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

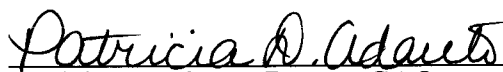
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kevin D. Elkins  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Patricia D. Adauto, Deputy CAO  
Building and Planning Services

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

**SECOND AMENDMENT TO  
INTERLOCAL AGREEMENT**

This Second Amendment to Interlocal Agreement entered into this 22nd day of June, 2004, by and between the City of El Paso, a municipal corporation situated in El Paso County, Texas ("CITY,") and The Institute for Policy and Economic Development ("IPED"), which is part of the University of Texas at El Paso, a Texas Institution of Higher Education, hereinafter referred to as "UTEP," pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

**WITNESSETH**

**WHEREAS**, effective February 17, 2004, UTEP and the CITY entered into an Interlocal Agreement ("Agreement") providing services to the City; and,

**WHEREAS**, effective April 27, 2004, UTEP and the CITY entered into a First Amendment to Interlocal Agreement ("Agreement") to amend the Agreement to extend the term of the agreement to July 1, 2004 and to revise the Scope of Services provided to the City; and,

**WHEREAS**, the parties desire to amend the First Amendment to Interlocal Agreement to extend the term of the agreement from July 1, 2004 to August 1, 2004, and to revise the Scope of Services;

**NOW, THEREFORE**, the CITY and UTEP, for the consideration and under the conditions set forth, do agree that the First Amendment to Interlocal Agreement dated April 27, 2004, between the CITY and UTEP is hereby amended in the following respects:

1. Section 1. (Scope of Services) of the First Amendment to Interlocal Agreement is hereby deleted in its entirety and the following is substituted therefore:
  1. UTEP agrees to provide services to the CITY, as set forth in Attachment "A", as amended and made a part hereof by this reference for all purposes.

2. Section 2 (Term) of the First Amendment to Interlocal Agreement is hereby deleted in its entirety and the following is substituted therefore:

1. The Term of this agreement shall begin February 17, 2004, and shall end August 1, 2004. The term of this agreement may be extended upon the written approval of both parties.

3. As hereinabove amended, the Interlocal Agreement shall continue in full force and effect.

**WITNESS THE FOLLOWING SIGNATURES AND SEAL.**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Momsen  
City Clerk

**UNIVERSITY OF TEXAS AT EL PASO  
(UTEP)**

\_\_\_\_\_  
*Diana Natalicio*  
Diana Natalicio, President

APPROVED AS TO FORM:

\_\_\_\_\_  
*K. D. Elkins*  
Kevin D. Elkins  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Patricia D. Adauto*  
Patricia D. Adauto, Deputy CAO  
Building and Planning Services

## **ATTACHMENT "A"**

### **City of El Paso Community Visioning Assistance Revised Scope of Work/Timeline June 22, 2004**



The Institute for Policy and Economic Development (IPED) at The University of Texas at El Paso will work with representatives of the City to manage the public input process of the strategic plan. The City of El Paso will provide financial support of the survey process under the terms of the MOU and subject to the standards of both the City of El Paso and the University of Texas at El Paso.

#### **TIMELINE / COMPONENT** **February, 2004**

Approve MOU (Memorandum, of Agreement) between UTEP and City.

IPED and representatives of the City of El Paso meet to finalize plans and timeline for Strategic Plan process.

IPED, in conjunction with City, develops branding logo/theme for City review and approval.

IPED will select participants for preliminary visioning process (from the overall recommended list from City).

A joint letter from the City and IPED will be sent inviting participants to a preliminary visioning process involving:

- Preliminary meetings from select list provided by the City of El Paso and others developed by UTEP.
- Preliminary written survey sent to select list provided by the City of El Paso and others developed by UTEP.
- UTEP defines parameters of preliminary written survey, with City review and approval.

#### **March 2004**

IPED will complete preliminary meetings, if not completed in February.

IPED tabulates responses of preliminary written survey.

**April 2004**

Due to low response rate, IPED resends preliminary written survey.

IPED to finalize tabulations of responses to preliminary written survey.

IPED will develop telephone survey (including translation – bilingual) for City review and approval based on written survey.

IPED will circulate and pre-test survey while under City review.

IPED will provide survey sampling scheme to City.

**May 2004**

IPED conducts random telephone survey.

Survey results tabulated.

**June 2004**

IPED will provide Executive Summary of telephone survey results to City, including narratives by community area.

IPED will develop a power point presentation format of survey findings for community presentation.

IPED will brief the City Council of preliminary survey results and project next steps.

**July 2004**

IPED will present survey results at up to six community forums and seek feedback related to community visioning of the City. City will provide community forum dates and locations. IPED will handle presentations.

IPED will provide Final Report to City.

**Point of Contact:** City of El Paso, Patricia D. Adauto  
IPED, Dennis L. Soden

**Price:** Not to exceed \$15,000

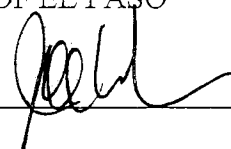
## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

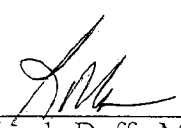
That the Mayor be authorized to sign, on behalf of the City of El Paso, an amended Interlocal Agreement between the INSTITUTE FOR POLICY AND ECONOMIC DEVELOPMENT, which is part of the University of Texas at El Paso, and the CITY OF EL PASO to extend the term of the Agreement dated February 17, 2004 from May 1, 2004 to July 1, 2004, and to revise the Scope of Services as described in the amended Agreement.

PASSED AND APPROVED this 27th day of April, 2004.

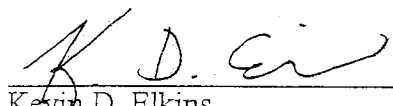
THE CITY OF EL PASO

  
\_\_\_\_\_  
Joe Wardy  
Mayor

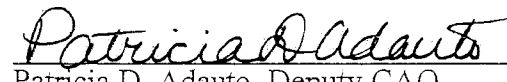
ATTEST:

  
\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kevin D. Elkins  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Patricia D. Adaauto, Deputy CAO  
Building and Planning Services



STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT**

This First Amendment to Interlocal Agreement entered into this 27<sup>th</sup> day of April, 2004, by and between the City of El Paso, a municipal corporation situated in El Paso County, Texas ("CITY,") and The Institute for Policy and Economic Development ("IPED"), which is part of the University of Texas at El Paso, a Texas Institution of Higher Education, hereinafter referred to as "UTEP," pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

**WITNESSETH**

**WHEREAS**, effective February 17, 2004, UTEP and the CITY entered into an Interlocal Agreement ("Agreement") providing services to the City as set forth in Attachment "A"; and,

**WHEREAS**, the parties desire to amend the Agreement to extend the term of the agreement to July 1, 2004 and to revise the Scope of Services;

**NOW, THEREFORE**, the CITY and UTEP, for the consideration and under the conditions set forth, do agree that the Agreement dated February 17, 2004, between the CITY and UTEP is hereby amended in the following respects:

1. Section 1. (Scope of Services) of the Interlocal Agreement is hereby deleted in its entirety and the following is substituted therefore:

1. UTEP agrees to provide services to the CITY, as set forth in Attachment "A", as amended and made a part hereof by this reference for all purposes.

2. Section 2 (Term) of the Interlocal Agreement is hereby deleted in its entirety and the following is substituted therefore:

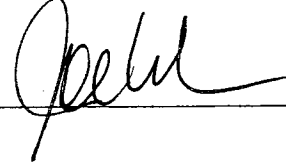
1. The Term of this agreement shall begin February 17, 2004, and shall end July 1, 2004.

The term of this agreement may be extended upon the written approval of both parties.

3. As hereinabove amended, the Interlocal Agreement shall continue in full force and effect.

**WITNESS THE FOLLOWING SIGNATURES AND SEAL.**

THE CITY OF EL PASO



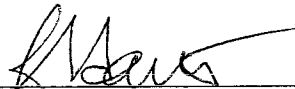
Joe Wardy  
Mayor

ATTEST:



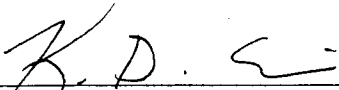
Richarda Momsen  
City Clerk

UNIVERSITY OF TEXAS AT EL PASO  
(UTEP)



Ricardo Adauto III, Assistant to the President

APPROVED AS TO FORM:



Kevin D. Elkins  
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto  
Deputy CAO for Building and Planning  
Services

## **ATTACHMENT "A"**

### **City of El Paso Strategic Plan Assistance Revised Scope of Work/Timeline April 27, 2004**



The Institute for Policy and Economic Development (IPED) at The University of Texas at El Paso will work with representatives of the City to manage the public input process of the strategic plan. The City of El Paso will provide financial support of the survey process under the terms of the MOU and subject to the standards of both the City of El Paso and the University of Texas at El Paso.

#### **Timeline / Component**

##### **February, 2004**

Approve MOU (Memorandum, of Agreement) between UTEP and City.

IPED and representatives of the City of El Paso meet to finalize plans and timeline for Strategic Plan process.

IPED, in conjunction with City, develops branding logo/theme for City review and approval.

IPED will select participants for preliminary visioning process (from the overall recommended list from City).

A joint letter from the City and IPED will be sent inviting participants to a preliminary visioning process involving:

- Preliminary meetings from select list provided by the City of El Paso and others developed by UTEP.
- Preliminary written survey sent to select list provided by the City of El Paso and others developed by UTEP.

UTEP defines parameters of preliminary written survey, with City review and approval.

### **March 2004**

IPED will complete preliminary meetings, if not completed in February.

IPED tabulates responses of preliminary written survey.

Due to low response rate, IPED resends preliminary written survey.

### **April 2004**

IPED will finalize tabulations of responses to preliminary written survey.

IPED will develop telephone survey (including translation – bilingual) for City review and approval based on written survey.

IPED will circulate and pre-test survey while under City review.

IPED will provide survey sampling scheme to City.

### **May 2004**

IPED conducts random telephone survey.

Survey results tabulated.

IPED will provide Executive Summary of telephone survey results to City, including power point presentation format.

### **June 2004**

IPED will present survey results at up to six community forums and seek feedback related to strategic plan of the City. City will provide community forum dates and locations. IPED will handle presentations.

IPED will provide Final Report to City.

Point of Contact:	City of El Paso	Pat Adauto
	IPED:	Dennis L. Soden

Price: Not to exceed \$15,000

60

ATTACHMENT "A"

RESOLUTION

WHEREAS, the City of El Paso adopted its first municipal strategic plan on December 4, 2001 that was a collective vision of City Departments to respond to challenges and opportunities confronting the City; and

WHEREAS, this first phase assessed only the internal capacity of the City to identify the organizational purpose and direction of the City Departments; and

WHEREAS, the City now wishes to examine the external environment to increase the capacity for reaching, identifying and assessing community problems and needs for setting a community vision; and

WHEREAS, the City desires to utilize an outside resource to conduct this community visioning process to ensure that it is a fair and unbiased assessment; and

WHEREAS, the City has determined that the University of Texas at El Paso, through its Institute for Policy and Economic Development (IPED), is best qualified and willing to provide these services; and

WHEREAS, the Texas Interlocal Cooperation Act, Texas Government Code, Subsection 791.001, allows local governments and political subdivisions of the state to contract among each other for governmental functions and services

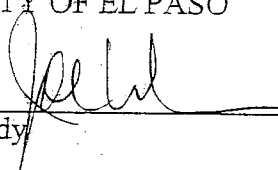
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

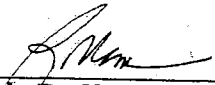
That the Mayor be authorized to sign an INTERLOCAL AGREEMENT, attached hereto as Exhibit "A", between the Institute for Policy and Economic Development, which is part of the University of Texas at El Paso ("UTEP") and the City of El Paso ("City") wherein UTEP will manage the community visioning process of the municipal strategic plan.

**PASSED AND APPROVED this 17th day of February, 2004.**

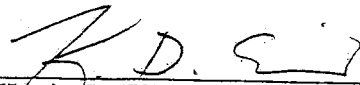
THE CITY OF EL PASO

ATTEST:

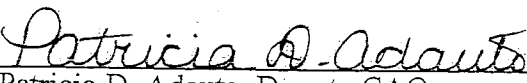
  
\_\_\_\_\_  
Joe Wardy  
Mayor

  
\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kevin D. Elkins  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Patricia D. Adauto, Deputy CAO  
Building and Planning Services

STATE OF TEXAS       §  
                                  §       **INTERLOCAL AGREEMENT**  
COUNTY OF EL PASO   §

This Agreement entered into this 17<sup>th</sup> day of February, 2004, by and between the City of El Paso, a municipal corporation situated in El Paso County, Texas ("CITY,") and The Institute for Policy and Economic Development ("IPED"), which is part of the University of Texas at El Paso, a Texas Institution of Higher Education, hereinafter referred to as "UTEP," pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

**WITNESSETH**

The CITY and UTEP for the consideration and mutual promises as herein set forth agree as follows:

1.     SCOPE OF SERVICES

UTEP agrees to provide services to the CITY, as set forth in Attachment "A", made a part hereof by this reference for all purposes.

2.     TERM

The term of this agreement shall begin February 17, 2004, and shall end May 1, 2004. The term of this agreement may be extended upon the written approval of both parties.

3.     COMPENSATION AND METHOD OF PAYMENT

The total cost of the contract shall not exceed Fifteen Thousand and 00/100 dollars (\$15,000). UTEP agrees that at no time shall it make a claim against the City for more than the total cost as provided under the terms of this Agreement. Periodic payments will be made to UTEP within thirty (30) days following the monthly submittal of invoices and time sheets, accompanied by a progress report based on previously approved work assignments by the CITY.

4.     CERTIFICATION

The CITY hereby certifies that the services to be provided by UTEP are necessary and essential activities that are properly within the statutory functions and programs of the respective state and local entities.

5. APPLICABLE LAWS

UTEP shall perform all services under this Agreement in accordance with all applicable local, state, and federal laws and regulations.

6. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as creating the relationship of employer and employee between the CITY and UTEP.

7. ASSIGNMENT

The services to be provided under this Agreement are specific to UTEP and shall not be assigned or delegated without the prior written consent of the CITY.

8. TERMINATION

- A. Either party may terminate this Agreement if the other is in default upon five (5) days written notice to the other party provided that the other party shall be given a reasonable time to cure said default. The CITY or UTEP may terminate this Agreement for any cause upon thirty (30) days written notice to the other party.
- B. Termination shall be without prejudice to any obligation by one party to the other which shall have accrued and be owing prior thereto.
- C. Upon termination, UTEP shall return any materials belonging to the CITY, such as all drawings, plans, records, and other materials which are currently in UTEP's possession.

9. NOTICES

All notices, communications and reports under this Agreement shall be hand-delivered or mailed, certified, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

CITY: City of El Paso  
Attention: Mayor's Office  
Two Civic Center Plaza  
10<sup>th</sup> Floor  
El Paso, Texas 79901-1196

UTEP: Diana Natalicio, President  
University of Texas at El Paso  
500 W. University Ave.  
Admin. Bldg., Rm. #301  
El Paso, Texas 79968

10. WAIVER

Action or inaction by either party regarding any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

11. DISCRIMINATION

- A. Discrimination Prohibited: No person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any programs or activity funded in whole or in part with funds made available to UTEP pursuant to the terms of this Agreement, or any written amendment hereto.
- B. Specific Discriminatory Actions prohibited: UTEP may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, sex national origin, age or disability, or having the effect of defeating or substantially impairing accomplishment of the objectives of the programs funded pursuant to this Agreement or any written amendment hereto with respect to individuals of a particular race, color, national origin, creed, sex, age or disability.

12. NO VERBAL AGREEMENT

This Agreement contains all commitments and agreements of the parties hereto, and no verbal or other written commitment shall have any force or effect if not contained herein.

13. VENUE

The parties hereto agree that this Agreement shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas.



14. CONTRACT INTERPRETATION

In interpreting the various provisions of this Agreement in a court of law, any court having jurisdiction shall apply the laws of the State of Texas to interpret the terms and provisions in this Agreement.

15. SEVERABILITY

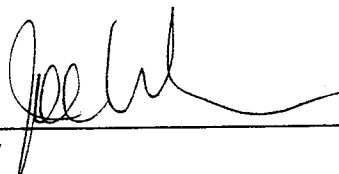
If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as part of this Agreement a provision which preserves the intention of the unenforceable provision, but which complies with the law.

16. CAPTIONS

The captions to the various paragraphs of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in the City of El Paso to be effective on the date and year first above written.

THE CITY OF EL PASO:



Joe Wardy  
Mayor

ATTEST:



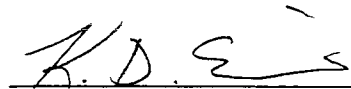
Richarda Momsen  
City Clerk

UNIVERSITY OF TEXAS AT EL PASO  
(UTEP)



Diana Natalicio, President

APPROVED AS TO FORM:



Kevin D. Elkins  
Assistant City Attorney

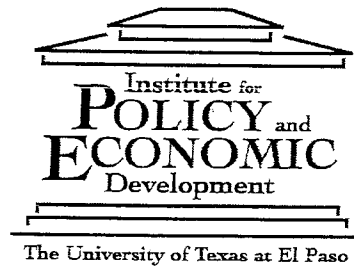
APPROVED AS TO CONTENT:



Patricia D. Adauto  
Deputy CAO for Building and Planning  
Services

## ATTACHMENT "A"

### City of El Paso Strategic Plan Assistance Scope of Work/Timeline



The Institute for Policy and Economic Development (IPED) at The University of Texas at El Paso will work with representatives of the City to manage the public input process of the strategic plan. The City of El Paso will provide financial support of the survey process under the terms of the MOU and subject to the standards of both the City of El Paso and the University of Texas at El Paso.

<b>Timeline</b>	<b>Component</b>
-----------------	------------------

#### **February, 2004**

Approve MOU (Memorandum, of Agreement) between UTEP and City.

IPED and representatives of the City of El Paso meet to finalize plans and timeline for Strategic Plan process.

IPED, in conjunction with City, develops branding logo/theme for City review and approval.

IPED will select participants for preliminary visioning process (from the overall recommended list from City).

A joint letter from the City and IPED will be sent inviting participants to a preliminary visioning process involving:

3-4 meetings of no less than 6 persons each selected from a list provided to IPED by the City of El Paso.

IPED will draft survey instrument and work with City representatives on final instrument for use in telephone survey.

#### **March, 2004**

IPED will complete preliminary meetings (from total of 3-4 meetings), if not completed in February.

IPED will develop telephone survey (including translation – bilingual) for City review and approval.

IPED will provide survey sampling scheme to City.

Survey results tabulated.

**April, 2004**

IPED will provide Executive Summary of survey results to City, including power point presentation format.

IPED will present survey results at up to six community forums and seek feedback related to strategic plan of the City.

**May 1, 2004**

IPED will provide Final Report to City.

Point of Contact:	City of El Paso	Pat Adaauto
	IPED:	Dennis L. Soden

Price: Not to exceed \$15,000